



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA  
Chief Executive Officer

November 20, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF PICO RIVERA AND THE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
TO CONSTRUCT BARTOLO DRAIN EXTENSION  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the project to construct Bartolo Drain Extension is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of your Board to sign the agreement between the City of Pico Rivera and the Los Angeles County Flood Control District. The agreement provides for the Los Angeles County Flood Control District to finance and perform preliminary engineering and construction administration for a storm drain that will convey stormwater from a drainage swale within the City of Pico Rivera near Crossway Drive and Slauson Avenue to an existing storm drain at no cost to the City of Pico Rivera. The Los Angeles County Flood Control District will finance the construction contract cost, currently estimated to be \$820,000. The estimated construction contract cost is included in the Fiscal Year 2007-08 Flood Control District Fund Budget.

The agreement also provides for the Los Angeles County Flood Control District to quitclaim the easement for the drainage swale to the City of Pico Rivera upon completion of construction, and for the City of Pico Rivera to assume operational and maintenance responsibilities for the drainage swale. The City of Pico Rivera will finance the cost for the Los Angeles County Flood Control District to quitclaim the easement, currently estimated to be \$10,000.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions are to fulfill the requirements of the California Environmental Quality Act (CEQA) for the Bartolo Drain Extension project, and to establish the roles and responsibilities of the Los Angeles County Flood Control District (District) and the City of Pico Rivera (City) for the construction, financing, and maintenance of the project.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Community Services (Goal 6). By constructing the proposed storm drain, residents of the City of Pico Rivera in the District will benefit, and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The construction contract cost is estimated to be \$820,000, and the cost of quitclaiming the easement is estimated to be \$10,000. The total of \$830,000 is included in the Fiscal Year 2007-08 Flood Control District Fund Budget.

The City will reimburse \$10,000 to the District to cover the cost to quitclaim the easement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District proposes to construct an underground storm drain along Crossway Drive and Warvale Street in the City. The storm drain will convey stormwater that currently flows along a drainage swale to an existing storm drain of the District, Bartolo Drain, Unit 2, Line G, along Slauson Avenue. The attached agreement provides for the District to finance and perform preliminary engineering and construction administration for the storm drain at no cost to the City. The District will finance the construction contract cost, currently estimated to be \$820,000.

The agreement also provides for the District to quitclaim the easement for the drainage swale to the City upon completion of construction, and for the City to assume operational and maintenance responsibilities for the drainage swale. The City will finance the cost for the District to quitclaim the easement, currently estimated to be \$10,000. The agreement has been approved by the City and approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

The storm drain construction project is categorically exempt from the provisions of the CEQA pursuant to Class 3(q) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15303 of the CEQA Guidelines because the project will alleviate local drainage problems in a developed urban region and will not adversely affect a natural watercourse, wetland, or environmentally sensitive area.

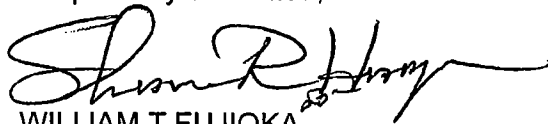
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Upon completion of the project, the drainage of stormwater in the area will be improved. The District will be responsible for operation and maintenance of the new storm drain. Upon the District's quitclaim of the drainage swale easement, the City will be responsible for operation and maintenance of the drainage swale.

**CONCLUSION**

Please return two adopted copies of this letter and two adopted copies of the agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
SA:rr

Attachment

c: County Counsel

A G R E E M E N T NO. 07-1022

THIS AGREEMENT, made and entered into by and between the CITY OF PICO RIVERA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT):

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles (hereinafter referred to as COUNTY), and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, DISTRICT operates and maintains a drainage swale between the Burlington Northern Santa Fe Railroad right of way and Slauson Avenue, as shown in Exhibit A attached hereto and made a part hereof (hereinafter referred to as DRAINAGE SWALE); and

WHEREAS, DISTRICT owns an easement for DRAINAGE SWALE as shown in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as EASEMENT); and

WHEREAS, CITY and DISTRICT desire to construct a storm drain system (hereinafter referred to as DRAIN) along Crossway Drive and Warvale Street, as shown in Exhibit A. This DRAIN will convey stormwater currently flowing along the DRAINAGE SWALE to an existing DISTRICT drain, Bartolo Drain, Unit 2, Line G, along Slauson Avenue; and

WHEREAS, upon construction of DRAIN, DISTRICT will QUITCLAIM to CITY portions of EASEMENT no longer needed by DISTRICT, henceforth CITY will be responsible for the operation and maintenance of DRAINAGE SWALE; and

WHEREAS, CITY is willing to finance the cost for the DISTRICT to QUITCLAIM portions of EASEMENT no longer needed by DISTRICT; and

WHEREAS, upon QUITCLAIM of EASEMENT to CITY by DISTRICT, CITY will be responsible for all future dealings and negotiations with property owners regarding DRAINAGE SWALE and EASEMENT; and

WHEREAS, DISTRICT is willing to perform or cause to be performed the PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION for the construction of proposed DRAIN; and

WHEREAS, DISTRICT is willing to finance PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION, currently estimated to be Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00).

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be Eight Hundred Twenty Thousand and 00/100 Dollars (\$820,000.00); and

WHEREAS, DRAIN is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and DISTRICT and of the promises herein contained, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. "PRELIMINARY ENGINEERING," as referred to in this AGREEMENT, shall consist of the costs of design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of DRAIN for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- b. "CONSTRUCTION ADMINISTRATION," as referred to in this AGREEMENT, shall consist of materials testing, equipment and system testing, utility engineering and relocation, traffic detour, and final signage and striping, construction inspection and engineering, construction survey, contract administration, and all other work necessary to construct DRAIN, and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. "CONSTRUCTION CONTRACT COST," as referred to in this AGREEMENT, shall consist of all payments to third-party contractor(s) for the construction of DRAIN and all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of DRAIN.
- d. "QUITCLAIM," as referred to in this AGREEMENT, shall consist of all work necessary to relinquish ownership and rights for portions of EASEMENT no longer needed by DISTRICT to CITY.

(2) CITY AGREES:

- a. To review plans and specifications for DRAIN and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- b. To seek community support for DRAIN.
- c. To approve final plans and specifications.
- d. To grant to DISTRICT any temporary CITY right of way that is necessary for the construction of DRAIN at no cost to DISTRICT.
- e. To grant DISTRICT permission to occupy and use the public streets in CITY to operate and maintain DRAIN on a no-fee basis.
- f. To issue all necessary CITY permits for DRAIN on a no-fee basis.
- g. To finance the cost for the DISTRICT to QUITCLAIM the EASEMENT, currently estimated to be Ten Thousand and 00/100 Dollars (\$10,000.00).
- h. To pay the cost for the DISTRICT to QUITCLAIM the EASEMENT, within thirty (30) calendar days upon receipt of invoice from DISTRICT.
- i. To assume ownership of EASEMENT on an "as-is" basis, by accepting QUITCLAIM document duly executed by DISTRICT in favor of CITY, upon completion of construction and acceptance of DRAIN by COUNTY.
- j. To assume responsibility for the operation and maintenance of DRAINAGE SWALE, upon QUITCLAIM of EASEMENT by DISTRICT to CITY.
- k. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with DRAIN, or EASEMENT, and its ownership, maintenance, and QUITCLAIM to the property owners thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

(3) DISTRICT AGREES:

- a. To finance and perform PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION for DRAIN at no cost to CITY.

- b. To finance the CONSTRUCTION CONTRACT COST of DRAIN, currently estimated to be Eight Hundred Twenty Thousand and 00/100 Dollars (\$820,000.00).
- c. To invoice CITY for the cost for the QUITCLAIM of EASEMENT by DISTRICT, currently estimated to be Ten Thousand and 00/100 Dollars (\$10,000.00).
- d. To QUITCLAIM portions of EASEMENT no longer needed by DISTRICT to CITY upon completion of construction.
- e. To submit plans and specifications for CITY'S review.
- f. To submit final plans and specifications for CITY'S approval.
- g. Upon completion of construction of DRAIN, to be responsible for the operation and maintenance of DRAIN.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. DRAIN consists of the work shown on DISTRICT'S plans and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise DRAIN for construction bids if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of DRAIN, DISTRICT shall furnish an inspector or other representative to ensure that DRAIN is completed according to approved plans and specifications. CITY may also furnish, at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY'S inspector shall not issue any directive(s) to DISTRICT'S contractor for DRAIN, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.

- g. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32074 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- h. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- i. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- j. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- k. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Michael Moore  
Director of Public Works  
City of Pico Rivera  
P.O. Box 1016  
Pico Rivera, CA 90660-1016

DISTRICT:

Mr. Donald L. Wolfe  
Chief Engineer of the  
Los Angeles County Flood Control District  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF PICO RIVERA on October 9, 2007, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on \_\_\_\_\_, 2007.

COUNTY OF LOS ANGELES,  
acting on behalf of the Los Angeles  
County Flood Control District

ATTEST:

By \_\_\_\_\_  
Chairman, Board of Supervisors

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

CITY OF PICO RIVERA

By   
Mayor

APPROVED AS TO FORM:

By   
City Attorney

ATTEST:

By   
Chief Deputy City Clerk

# Exhibit A

